

**DULY SWORN ON: 21-09-2024**

**CROSS-EXAMINATION BY Sri. KBS THE COUNSEL FOR  
Defendant No. 1 and 2:**

**27.** It is true to suggest that the work order dated 22-02-2014 is printed on letterhead of D3. It is true to suggest that said purported work order is inclusive of taxes. It is false to suggest that the invoices raised by us on the basis of the said purported work order is exclusive of taxes. Now, attention of the witness is drawn to the invoices at page 306 to 318 of Exhibit P5 and suggested that the said invoices show the taxes separately and therefore invoices are exclusive of tax and witness denies the suggestion and explains that taxes always has to be shown separately but we have not charged extra for taxes and therefore I say invoice is inclusive of tax. It is true to suggest that in the work order it is nowhere mentioned that the taxes have to be stated separately. It is true to suggest that as required under the work order we have not furnished bank guarantee for 50% of retention money.

**28.** It is true to suggest that as per the work order the entire electrical installation had to be completed within 30 months that is on or before 21-08-2016. It is true to suggest that during the execution of the work order any expenditure for loading, unloading or storage had to be incurred by the plaintiff. I am not sure if it is suggested to me that if any expenditure is incurred by the defendant towards loading, unloading or storage, the same had to be reimbursed by the plaintiff. I do not know if it is suggested to me that Plaintiff has not furnished bank guarantee for 10% of mobility amount. I do not know if it is suggested to me that as per the work order on failure to furnish the bank guarantee the defendant can retain the said amount. It is false to suggest that failure to furnish the bank guarantee will result in drawing adverse inference against the plaintiff.

**29.** I do not know if it is suggested to me that plaintiff has not informed the consultant about handing over the

entire installed electrical installation along with test results. I do not know if it is suggested to me that plaintiff has not furnished the test results for the installed equipment. I do not know about the existence of the test results. It is false to suggest that the payment cannot be made to the plaintiff without the test results. I do not know if it is suggested to me that failure to inform the consultant about handing over the electrical installation and failure to furnish the test results will result in breach of the work order by the plaintiff.

**30.** It is true to suggest that the consultant has not issued the certificate regarding satisfactory performance of the installation for 12 months. I do not know if it is suggested to me that the consultant from whom I had to obtain such certificate was Maple Services Consultants. Now, attention of the witness is drawn to general conditions of contract which is produced along with the plaint but which has not been marked and after looking into the document,

witness accepts that the consultant is Maple Service Consultants. I do not know if it is suggested to me that plaintiff has not cleared the electrical debris and kept the work area clean during the execution of the work order.

**31.** If it is suggested to me that if defendant has incurred any expenditure for clearing electrical debris, then the plaintiff is liable to reimburse the said expenditure to the defendant, I say if defendant gives proper documents with debit note, then plaintiff will be liable. Witness volunteers, debit note has to be accepted by our engineer. If it is suggested to me that any expenditure incurred for electricity taken from the mains has to be borne by the plaintiff, I say, if proper document and debit note is raised and accepted by engineer, then plaintiff is liable for the same.

**32.** I agree that all expenditure towards clearing electrical debris and drawing of electricity are reflected in Exhibit P4. If it is as suggested to me that the work order is

issued in the letterhead of D3 but signed by D1, I say it is issued in the letterhead of D3 but it is signed by a GPA holder of D1. It is true to suggest that the said work order is signed by two GPA holders that is D3 and D4. It is true to suggest that the said work order is not signed by D1-HUF.

**33.** I do not have the copy of the GPA which is supposed to have been issued by D1 in favor of D3 and D4. It is true to suggest that plaintiff has not paid any cash to D1 for expenditure incurred by D1 on plaintiff's behalf.

**34.** We have not charged extra in our invoices towards cost escalation. It is true to suggest that plaintiff has not issued any bank guarantee towards the virtual completion certificate to cover the defects liability period. I do not know if it is suggested to me that under the work order plaintiff was expected to issue PERT chart and bar chart but plaintiff has not issued the same. It is true to suggest that under clause 38 of the general conditions of contract, there is no

prohibition for extension of time. It is true to suggest that clause 24 to 26 of general conditions of contract are continuation of clause 23 and therefore clause 23 to 26 have to be read together. I do not know if it is suggested to me that plaintiff has not given any written notice for project delays either to the consultant or to the architect. It is true to suggest that under clause 27 of the general conditions of contract without issuing written notice regarding delay in the project to consultant and architect, the plaintiff cannot assume extension of the project.

**35.** It is true to suggest that D3 was the project manager consultant PMC for the project. I do not know if it is suggested to me that during the execution of the project plaintiff has never communicated with D1 or D2 and all communications and instructions were with defendant number 3 and 4. I do not know if it is suggested to me that all instructions during the execution of the project had to be

received by the plaintiff either from D3 or architect or maple services consultant. I do not know if it is suggested to me that there was no provision for receiving instructions from D1 or D2.

**36.** If it is suggested to me that in the plaint, it is shown that D1 is represented by its karta as GPA holder, I say the Plaint shows D1 represented by the karta and not by karta as GPA holder.

**At this stage, further cross-examination deferred at request.**

**(Computerized to my dictation in the Open Court as deposed by the Witness)**

R.O.I. & A.C.,

**(SUDINDRANATH.S.)**  
LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.